

AGREEMENT

This document sets forth an Agreement between Alcohol Monitoring Systems, Inc., (hereinafter "AMS") and Leon County, Florida, a charter county and political subdivision of the State of Florida (hereinafter, "Agency"), which shall commence 10/01/05 to end on 12/31/05. Agency agrees to use the Alcohol Monitoring Systems (AMS) alcohol monitoring equipment (SCRAM Equipment) for the purposes of evaluation and testing (Pilot Program). The Pilot program will be managed and conducted by AMS.

OBJECTIVE:

The primary objective of the Pilot program is for the Agency to test the SCRAM System's ability to provide positive and/or negative indications of alcohol in the body as well as detect any tampering with the SCRAM Equipment using court identified defendants as the test subjects. The SCRAM Bracelet will, at pre-programmed intervals, test the defendant for the presence of alcohol in the defendant's internal system being emitted as vapors through the skin. When the SCRAM Bracelet detects the presence of alcohol above a pre-set concentration limit, the SCRAM Bracelet will record a positive reading (Alert), the date and time, and will continually attempt to communicate with the SCRAM Modem to transmit the data.

Positive readings will be stored in the SCRAM Bracelet until it is within transmission distance of the SCRAM Modem. When the transmission to the modem is complete, the modem will then communicate, via a toll free number, with the SCRAM Network, a web-based application hosted by AMS. The Agency shall have secured Internet access to the data via an agency-specific URL and a USER ID provided to the Agency's defendants by AMS.

AMS RESPONSIBILITIES:

1. AMS shall pay all travel, time and materials expenses incurred by their respective personnel prior to and for the duration of the Pilot Program.
2. AMS shall rent five (5) SCRAM units to Leon County for a period of no less than 90 days at a rate of \$8.00 per day for total costs of \$3,600, due on program start date.
3. AMS shall provide training documentation and a secure training environment accessed via the AMS proprietary web-based software application (SCRAMNet).
4. AMS shall provide an Account Manager responsible for coordination of all Pilot Program activities.

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4. AMS shall provide a Technical Support Manager responsible for Alert resolution training and management as well as hardware issues or questions.
5. AMS shall purge all tests data reference to an individual, Agency or Agency location more specific by State. After such purge, AMS may use such *remaining data* for any purpose whatsoever. AMS agrees to abide by all applicable state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning defendants. Copies of all test data will be provided to the Agency.
6. AMS shall execute all activities as described and set forth in Exhibit A which is incorporated as a part of this Agreement.

AGENCY RESPONSIBILITIES:

1. Only Agency authorized personnel shall be provided access to the SCRAM Equipment and SCRAM Network. Any third parties involved with the evaluation and testing of the SCRAM System must be identified prior to the execution of this agreement.
2. The Agency shall pay all travel, time and materials expenses incurred by Agency personnel prior to and for the duration of the Pilot Program.
3. The Agency shall utilize up to five (5) units as determined by the Court, of SCRAM Bracelets throughout the duration of the Pilot Program to achieve beneficial testing and evaluation data.
4. The Agency shall provide, at their expense, a training classroom or similar facility that meets the following minimum standards:
 - a. PC with Internet Access- Access shall be required via an internal network connection to enable the defendants to sign on and use the SCRAM Network for classroom instruction and for alert resolution during the pilot program. Internet Explorer v5.0 or higher on every PC.
 - i. *At Training site:* Agency shall provide one PC or laptop for every two Agency staff persons who will be attending the training class.
 - ii. *At Agency Staff's Office location:* Agency staff will need internet access from at least one location such as home, office, and/or agency office.

- b. Instructor PC with Internet Access- PC should have Internet Explorer v5.0)or higher), Microsoft Word, excel, and PowerPoint.
 - c. Screen Projector connected to Instructor PC.
 - d. Analog line for SCRAM Modem connection – Agency staff participating in the Pilot program will need access during the training class as well as at the agency location (or at home) if they are wearing the bracelet.
 - e. Printer – Connected to all PCs or Laptops accessing the SCRAM Network. Required for printing SCRAM Network reports.
5. Upon completion of the Pilot Program, the Agency shall be responsible for collecting the SCRAM Equipment scheduled for return delivering them to AMS office.
6. Agency shall execute all activities as described and set forth in Exhibit A of this agreement.
7. Any maintenance, recalibration, or opening of a SCRAM Bracelet by any person other than AMS is prohibited. AMS' maintenance obligation of SCRAM Equipment in the custody of the Agency shall not cover SCRAM Equipment lost, damaged, or destroyed due to negligence or intentional conduct. Any costs associated with the repair (materials costs only) or replacement (\$1200 SCRAM Bracelet and \$650 SCRAM Modem) of such lost, damaged, or destroyed SCRAM Sets shall be borne by the Agency.
8. The Agency has the right to inspect and test all services called for by the Pilot Program, to the extent practicable at all times and locations during the term of the Pilot Program. The Agency shall have the right to authorize independent evaluations of the Pilot Program.
9. The Agency or its agents shall be prohibited from, and shall prohibit others in, using any software other than as provided by AMS, with or in the SCRAM Bracelet, SCRAM Modem or any other AMS product that is not specifically approved in writing by AMS. The Agency or it's agents shall be prohibited from, and shall be prohibited from assisting others in, altering the (1) SCRAM Network Software, (2) the software contained within the SCRAM Bracelet, (3) the software within the SCRAM Modem, and (4) the software within any other AMS products in any manner not specifically approved in writing by AMS. The Agency or its agents shall be prohibited from, and from assisting others in, intercepting any signals from the SCRAM Bracelet to the SCRAM

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Modem or from the SCRAM Modem to the SCRAM Network (or the reverse)
in any manner not specifically approved in writing by AMS.

COMPENSATION:

During the Pilot program, Leon County has agreed to pay Alcohol Monitoring systems \$8.00 per day per unit. Upon receipt of invoice, the Agency shall pay one installment of \$3,600 on the first day (10/01/05) of the Pilot Program.

INDEMNIFICATION:

AMS shall indemnify and save the Agency, and its officers, agents and employees harmless against and from any and all claims based upon or arising from any act or negligence of AMS, or any of its agents, subcontractors, servants, employees or licensees or arising from any accident, injury or damage whatsoever caused to any person and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought thereon; and in case any action or proceeding be brought against the Agency by reason of any such claim, AMS, shall defend against such action or proceeding by counsel satisfactory to the Agency, unless such action or proceeding is defended by counsel for any carrier of liability insurance provided herein. If any claims for damage or injury (including death resulting there from) be made or asserted, based upon AMS', or its subcontractor's, if any, active or passive negligence or participation in the wrong, AMS agrees to indemnify, defend and save harmless, the Agency, its officers, agents, servants and employees from and against any and all such claims, and further from and against any and all loss, cost expense, liability, damage or injury, including legal fees and disbursements, that the Agency, its officers, agents, servants and employees may directly or indirectly sustain, suffer, or incur as a result thereof, and AMS agrees to and does hereby assume, on behalf of the Agency, its officers, agents, servants and employees, the defense of any action at law or in or in equity which may be brought against the Agency, its officers, agents, servants and employees arising by reason of such claims and to pay on behalf of the Agency, its officers, agents, servants and employees, upon demand, the amount of any judgement that may be entered against it, its officers, agents, servants and employees of such action. Any disputes arising under this provision shall be determined under the commercial arbitration provisions of the Arbitration Association, each party to bear its own costs.

LIMITED WARRANTY:

When installed according to instructions, AMS warrants to Agency that the SCRAM Sets will function with the SCRAM Network substantially in accordance with the performance parameters specified in the SCRAM Daily Operations Guide. This warranty shall remain in effect for three (3) months from the date of delivery for each SCRAM Set. The SCRAM equipment is not designed to give immediate notification of alcohol detection and AMS makes no assurances that the SCRAM Set will detect all tamper efforts.

ALLOCATION OF LIABILITY.

The allocations of liability in this Section represent the agreed and bargained for understanding of the parties and each party's compensation hereunder reflects such allocations. UNDER NO CIRCUMSTANCES SHALL THE TOTAL LIABILITY OF AMS FOR ALL CLAIMS OF ANY KIND WHATSOEVER, AND UNDER ANY THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY AGENCY TO AMS HEREUNDER.

CONFIDENTIAL INFORMATION:

In connection with this Agreement a party as the "disclosing party" may furnish to the other party as the "receiving party" certain information, which is confidential and proprietary to the disclosing party collectively, the "Confidential Information". All Confidential Information, as delivered in written form, shall be marked "Confidential" or equivalent thereof by the disclosing party. Any Confidential Information that is furnished orally shall be confirmed in writing as being Confidential Information within thirty (30) calendar days of being so furnished. Each party agrees not to disclose to the other party any confidential or proprietary information of third parties unless authorized to do so.

It is agreed that after receipt of Confidential Information of the other party, the receiving party shall: (i) restrict the dissemination of such Confidential Information to (a) those employees who need to use the Confidential Information in the performance of this Agreement, and (b) those to whom the receiving party is legally compelled to disclose; and (ii) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against unauthorized disclosure of such Confidential Information. Receiving party agrees to have an appropriate nondisclosure agreement signed by each of its employees, agents, contractors and licensees who may be exposed to the disclosing party's Confidential Information.

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Notwithstanding any other provisions of this agreement, Confidential Information shall not include any information which: (i) was publicly available at the date of receipt; (ii) was in the receiving party's possession without obligation of confidentiality before the date of receipt from the disclosing party; (iii) has become publicly available after the date of receipt from the disclosing party, without disclosure through any means by the receiving party; (iv) has become legally available to the receiving party from any third party without an obligation of confidentiality or similar restriction on disclosure or use; or (v) is required to be disclosed pursuant to any applicable law, rule, regulation or order of a Court.

TERMINATION:

The Agency, or AMS may terminate the Pilot Program upon a fifteen (15) days written notice to the other party.

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IN WITNESS THEREOF, the parties hereto have caused this eight page Agreement to be executed this _____ day of _____, 2005, by their undersigned officials as duly authorized.

Alcohol Monitoring Systems, Inc.

Attested by:

BY: _____

Don White
Vice President, Field Operations

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this _____ day of _____, 2005, by Don White, Vice President, Field Operations, for Alcohol Monitoring Systems, Inc.

- ☐ Personally known to me, or
☐ Produced Identification

Type of Identification: _____

Signature of Notary Public, State of Florida

Print, Type, or Stamp Commissioned Name
of Notary Public

My Commission expires _____

LEON COUNTY, FLORIDA

BY: _____

Cliff Thael, Chairman
Board of County Commissioners

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ATTEST:
Bob Inzer, Clerk of the Court
Leon County, Florida

BY: _____

Approved as to Form:
Leon County Attorney's Office

BY: _____
Herbert W.A. Thiele, Esq.
County Attorney

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Exhibit A

Pilot Program Schedule

Pilot start date October 1, 2005 Pilot end date December 30, 2005
(60- day decision date November 30, 2005)

Activities should include presentations, training and follow-up check points.

<i>Date</i>	<i>Activity</i>	<i>Responsibility</i>
9/21/05	Training	AMS
9/30/05	Delivery of SCRAM units	AMS
10/27/05	Pilot Review	AMS & Agency
11/30/05	Pilot Review	AMS & Agency
12/1/05	Review Long Term Contract	AMS & Agency
12/15/05	Sign new Contract,set start date	AMS & Agency